Spurr, 141 Mass. 283. Now, also, by virtue of statute in many states, a wife may contract with her husband, or may convey and mortgage directly to him. *Mathewson v. Mathewson,* 79 Conn. 23; *Reynolds v. City National Bank,* 71 Hun. 386.

EVIDENCE—HEARSAY EVIDENCE—PEDIGREE.—SULLIVAN V. SOLIS, 114 S. W. 456 (TEX.).—*Held,* relationship and pedigree may be proved by hearsay evidence.

Declarations concerning pedigree are an exception to the rule as to the admission of hearsay evidence. *DeHoven v. DeHoven,* 77 Ind. 236. But such declarations are allowed only where they are made, before the commencement of the suit, by a deceased person, provided the person making them was related by blood to the person to whom they refer, or was the husband or wife of such person, *McKelvey, Evidence,* § 145; and they are admissible when pedigree is only relevant and not the question in issue. *Inhabitants of Brookfield v. Inhabitants of Warren,* 16 Gray (Mass.) 171. *Contra*: *N. M. & M. V. Ry. Co. v. Simcoe,* 14 Ky. Law Rep. 526. However, hearsay will not be admitted if better evidence is obtainable. *Birney v. Hann,* 10 Ky. 322.

EVIDENCE—INSPECTION BY SMELL AND TASTE.—REED V. TERRITORY, 98 PAC. 583 (OKLA.).—*Held,* that upon a prosecution for selling intoxicating liquor without a license, it was not error to permit the jury to look at and smell the contents of a bottle which had been properly identified and admitted in evidence, and which was alleged to contain whiskey.

Evidence by inspection includes all knowledge that is gained by a tribunal through its senses, either what it sees, hears, tastes or smells. *State v. Linkhaw,* 69 N. C. 214. The court generally has discretion as to what it will allow the jury to see for itself, even when both parties to a cause assent. *Marshall v. Gantt,* 15 Ala. 682. In Maine and Michigan it has been held that the jury may smell and taste liquor to determine the contents of a bottle. *People v. Kinney,* 124 Mich. 486; *State v. McCafferty,* 63 Me. 223. Grave doubts as to the propriety of this, however, have been expressed in Massachusetts and some other jurisdictions. *Commonwealth v. Brelsford,* 161 Mass. 61; *State v. Coggin,* 10 Kans. App. 455. These contrary views seem to be based on the ground that the less expert jurors would receive evidence from the more expert as to the contents of the bottle, in the privacy of the jury room, which would be against the rule that a juror cannot be allowed to give evidence to his fellow jurors without being sworn in. *Wadsworth v. Dunnam,* 117 Ala. 661; *State v. Lindgrove,* 1 Kan. App. 51.

EVIDENCE—PAROL EVIDENCE AFFECTING WRITINGS—VARYING TERMS OF CONTRACTS.—RUGGERIO V. LEUCHTENBURG, 113 N. Y. SUPP. 616.—*Held,* that where a written contract for the sale of land provided that the price should be a sum certain, but stated no other terms, so that it must be presumed that the amount was payable in cash, parol evidence to show the terms of payment varied the terms of the contract, and its admission was error.

The general rule is, that when a contract is reduced to writing the